



Westinghouse Electric Company
P.O. Box 353
Pittsburgh, Pennsylvania 15230-0353
USA

Alvagen 31
Stockholm
19133
Sweden

Direct tel: (724) 722-6113
Direct fax: (724) 722-5140
e-mail: boydb1@westinghouse.com

Your ref:
Our ref: Kirst - Offer Letter

April 17, 2008

Dear Mike,

Long Term Expatriate Assignment – Accompanied Status

Following recent discussions I am pleased to offer you a long-term international assignment to Westinghouse Belgium, on the terms set out in this letter, together with the terms detailed in the HR Policy – Long-Term International Assignments (LTIA) effective January 2008. The LTIA Policy can be found on the Westinghouse intranet at <http://worldwide.westinghouse.com/E9.asp>.

Westinghouse has outsourced the global administration of our international assignments. During your assignment period, you will interface with a number of suppliers including:

- Weichert Relocation Resources (WRR) - focal point for day-to-day administration of assignment-related activity
- Cartus - relocation & destination services support (immigration, home finding, household goods shipment, host country support, cultural awareness, and language training)
- PricewaterhouseCoopers (PwC) – home & host country tax preparation

1. Employment Status

During the assignment you will remain an employee of Westinghouse Electric Company US, called "the Company" in this offer letter, while being seconded to Westinghouse Belgium in Nivelles. You will remain as an employee at-will, and your terms and conditions of employment will remain unchanged except insofar as they are specifically amended by the terms of this offer.

2. Position Offered

The position offered is Director, Central & Eastern Europe Fuel / CR&S Regional Vice President – Central Eastern Europe and you will be based in Nivelles, Belgium.

Page 2 of 8
Our ref: Kinxr - Offer Letter
April 17, 2008

3. Expected Duration

The assignment is expected to commence on May 1, 2008 and to last for approximately 2 years. However, this is not a guarantee of employment for any particular period of time.

4. Provisos

This assignment is subject to you and your accompanying spouse and children meeting all requirements of the host country immigration authorities, and passing a medical examination. The Company shall provide, progress, and pay any fees related to all documentation required to secure visas, residential, and work permits, etc., in time for the start of your assignment.

Prior to arrival, employees travelling to Belgium must notify the Belgian Social Security Office. The mandatory declaration must be completed prior to arrival by accessing (www.limosab.be). You will be required to carry the Limosa-1 certificate and present it to the Belgian authorities. This applies to all persons employed outside of Belgium, including the European Union.

5. Pre-Assignment Consultation

Prior to the start of the assignment, you and your spouse will be required to attend a pre-assignment briefing with your WRAI counselor to explain the International Assignment Policy benefits and introduce you to the various Westinghouse suppliers that will assist you for the duration of the assignment.

6. International Assignment Salary & Allowances

During this assignment you will receive a US base salary of USD 14,419.39 per month, less a hypothetical US tax deduction, which is estimated to be USD 3,280 per month. Your actual hypothetical home country tax will be determined after your consultation with PricewaterhouseCoopers' ("PwC") tax consultants.

In addition, the following allowances will be paid, net of tax:

- Cost of living allowance (COLA): USD 3,323.67 per month, (based on current salary, family size, index & exchange rate). The COLA will start effective the date you move into permanent housing and you are no longer on an expense account for temporary living. Please note that exchange rate variations as supplied by the external data provider will be applied monthly to the COLA. During your first year of assignment you will receive a standard COLA.
- After you complete your first year, it is expected that you will have adapted to the local conditions. Therefore, for year two and all subsequent years of your assignment, the reduction to a cost effective COLA will apply.

Page 3 of 8
Our ref: K1st - Offer Letter
April 17, 2008

- Assignment premium: USD 1,533.33 per month, based on 15% of base salary, up to a maximum of USD 1,533.33 / USD 18,400 per annum, effective as of the date you arrive in Belgium to start the assignment.

7. Salary Review

Your US base salary will be reviewed and determined in line with the Company's normal salary review program. As appropriate, adjustments to the expatriate allowances will be made as a result of any salary increases.

8. Bonus

If applicable, you will remain in the Company's bonus scheme for the duration of this assignment paying tax at your marginal rate of home country income.

9. Income Tax

The principle of tax equalization will be applied to ensure that you pay no more or no less tax on Company income and benefits than you would have paid while working in the US. You will be responsible for meeting any tax liability which may arise on private income.

The Company will arrange for PwC's tax consultants in both the home and host countries to provide advice and guidance to you before, during, and upon completion of the assignment. This will include assistance with the completion of tax returns in both the home and host countries.

The Company undertakes to meet, on your behalf, any tax liability which may arise in Belgium on Company income and benefits. This undertaking is made with the clear understanding that you will repay to the Company any subsequent tax refunds which may be paid to you by the fiscal authorities in the home or host country and which are required in order to achieve the principle of tax equalization.

10. Pension

You will remain in the home company pension plan and your contributions will be deducted from your salary.

11. Social Security Contributions

Westinghouse US will apply for a Certificate of Coverage to enable you to remain in the home country social system during your assignment. You will continue to be responsible for social deductions on base salary and bonus during your assignment and any additional Belgian liability that may be due will be covered by the company as part of tax equalization.

Page 4 of 8
Our ref: Kirsti - Offer Letter
April 17, 2008

12. Insurance

The Company's group life and personal accident insurance coverage will continue during the assignment.

The Company will provide full replacement insurance for the personal goods which you take with you both in transit to and from the host location and in your temporary and rental accommodations at the host location. There is an insurance limit of USD 3,000 per individual item or set of items, above which you will be responsible for additional insurance coverage.

You will supply the Company with a detailed inventory and valuation prior to departure.

13. Pre-Assignment Visit

In order for you and your family to be comfortable with the host location and to quickly identify housing, schools, or other host location needs, you and your eligible dependants are authorized for a pre-assignment visit to the host location for up to 7 calendar days. Once you arrange your travel and business visa (if applicable) according to your home country travel policy, Cartus will facilitate your host country visit. Reasonable and actual expenses will be paid against receipts for this visit and should be submitted to Cartus for reimbursement.

14. Travel to Host Location

While travelling to the host location to begin your assignment, you and your family will be entitled to paid transportation to the host location as designated by the home company business travel policy. All expenses submitted to Cartus for reimbursement must be accompanied by receipts.

15. Business Travel

While undertaking business trips during the period of this assignment, you will be reimbursed in accordance with host company business travel policy for such expenses and these should be submitted for reimbursement to the host company with receipts (as required).

16. Transportation of Personal Effects

The Company, coordinated by Cartus, will meet the costs of packing, transporting and delivery of your personal goods to your unfurnished rental accommodation at the host location up to the following limits:

Accompanied airfreight: 300 lbs per assignee
100 lbs per additional family member

Seafreight: 20-ft. seafreight container

Page 5 of 8
Our ref: Kinst - Offer Letter
April 17, 2008

Exclusions: pianos, pool tables, boats, cars, motorbikes, caravans, jet skis, fresh food, alcohol, firearms, ammunition, illegal drugs, fresh food, plants, etc.

The Company will allow up to 5 days special leave to cover packing/unpacking of your personal belongings. Arrangements to take this leave must be agreed to with your home and host line managers.

17. Relocation Allowance

Upon taking up residence overseas, you will be provided with a non-receipted lump sum allowance of USD 4,600 as a contribution towards expenses incurred at the commencement of your assignment.

18. Temporary Accommodation

On first arrival at the host location, the host company will meet or reimburse the reasonable costs of hotel accommodation, meals and incidentals for you and your family for a maximum period of 30 days or until you move into rental accommodation, whichever is sooner. Receipts will be required for these expenses and should be submitted to Cartus. These arrangements may be extended at the Company's sole discretion if you are experiencing difficulty in locating and leasing a suitable rental accommodation.

19. Rental Accommodation

The Company has engaged Cartus to assist you in finding permanent accommodations in Nivelles; however you will be responsible for deciding on your own accommodation arrangements and signing the lease. Any rental cost in excess of the budget will be your responsibility.

The Company will arrange for the payment of your actual rental costs, up to the budgeted amount EUR 2,400 per month. (2,400) *AK*

All other costs, including utilities will be met by you.

20. Home Country Housing

The Company will not be responsible for any costs or charges connected with any property maintained in the home country while you are overseas.

21. Host Car

The host company will arrange a designated lease car for you during your assignment, for which you will contribute a monthly payroll deduction of USD 275. This deduction will commence from the date you take delivery of the vehicle.

The host company will pay for comprehensive insurance, road tax and maintenance costs during the assignment. You will pay for fuel and day-to-day operational expenses

Page 6 of 8
Our ref: Kirt - Offer Letter
April 17, 2008

such as oil, tolls, parking, driver overtime, etc. If you choose to take out additional insurance coverage, this will be for your personal account.

22. Assistance to Spouse

Up to USD 9,200 will be provided to your spouse, on production of receipts, for payment towards tuition fees and associated travel expenses for professional and tertiary education costs.

23. Healthcare

You and your family will be enrolled into CIGNA International, and the employer's portion of the premium will be met by the Company. You will continue to have the employee portion of the premium deducted in your monthly payroll. If there are claims that are not reimbursed by the healthcare provider, the Company will reimburse the cost less any charge that you would have had to pay in the home country.

24. Working Hours

Your normal working days and hours will be in accordance with the practice of the host company. However, you may be required to work additional hours as necessary, without additional reward.

25. Public Holidays

You will be entitled to the public holidays which are observed by the host company. You will not be entitled to observe US public holidays during the assignment.

26. Annual Leave/Vacation

You will retain your current annual leave/vacation entitlement. During this assignment any leave must be authorized by host company line manager.

27. Home Leave

You and your family will be entitled to return flights with the preferred carrier based on the home country travel policy to the airport nearest your home address each calendar year of the assignment.

Encashment of home leave and travel to alternative destinations is not permitted.

You will be provided with a rental car during periods of home leave in the home country for a maximum period of 4 weeks per year. The Company will arrange comprehensive insurance. You will pay for fuel.

Page 7 of 8
Our ref: Kirsr - Offer Letter
April 17, 2008

28. Compassionate/Emergency Leave

In the event of the death or life-threatening illness of a member of your immediate family, a return air passage for each family member will be provided. You will be granted a reasonable amount of special leave at the discretion of the host company line manager.

29. Extension

By mutual consent, the expected duration of this assignment may be extended up to a maximum period of 4 years on the same terms. If there is a need to extend the duration by a period greater than this, the host company will review the position to determine the resource requirement.

30. Future Employment

On completion of this assignment you will have the right of return to employment in the home company assuming the Company can identify a suitable, open position for you.

31. General

Unless as amended by this and any subsequent letter of assignment, in all other respects your existing terms and conditions remain unchanged.

32. Acceptance

Please confirm your acceptance of this offer on the terms and conditions set out above by signing the *Memorandum of Acceptance* and returning the complete copy to me.

Yours sincerely,



Brenda Boyd

cc: Simonne Henrard

Page 8 of 8
Our ref: Kirst - Offer Letter
April 17, 2008

Memorandum of Acceptance

I, Michael Kirst, confirm my acceptance of the offer from Westinghouse Belgium on the terms and conditions set out in this letter.

Michael Kirst
(Name)

[Signature]
(Signature)

May 7, 2008
(Date)

Please return to:

Brenda Boyd
Westinghouse Electric Company
PO Box 158
Madison, PA 15663